

F I L E D
Clerk of the Superior Court

SEP - 3 2004

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California, ex rel. Edwin F. Lowry, Director,
California Department of Toxic Substances Control

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN DIEGO

**PEOPLE OF THE STATE OF CALIFORNIA, ex
rel. Edwin F. Lowry, Director, California
Department of Toxic Substances Control,**

Plaintiff,

v.

**IMPERIAL IRRIGATION DISTRICT, a
public entity utility, and Does 1-10,**

Defendants.

Case No. GIC825026

**STIPULATION FOR ENTRY
OF FINAL JUDGMENT AND
INJUNCTION**

Plaintiff, the People of the State of California, ex rel. Edwin F. Lowry, Director of the
California Department of Toxic Substances Control ("Department") and Defendant Imperial
Irrigation District ("District") enter into this Stipulation for Entry of Final Judgment and Injunction
("Stipulation") as follows:

1. **District Facilities.** The District is a public utility existing under the laws of the State of
California and is duly authorized to conduct business as a public utility pursuant to the Irrigation
District Law (California Water Code § 20500 *et seq.*). The District is a "person" as defined by

1 Health and Safety Code section 25118 and also a “generator” and “owner or operator” as defined by
2 California Code of Regulations, title 22, section 66260.10. The District owns and operates the
3 following facilities in Imperial County, California: El Centro Steam Generation Facility (Steam
4 Plant), La Quinta Power Division, Imperial Dam Facility, Pilot Knob Hydro-generating Facility,
5 Southwest Division, North-end Division, Rockwood Substation Facility, Drop 4 Hydro-generating
6 Facility, Holtville Division, Western Division, Coachella Gas Turbine Facility, South Alamo 40
7 Storage Facility, and the Headquarters Facility located at 333 East Barioni Boulevard, Imperial,
8 California (hereinafter collectively referred to as the “Facilities”).

9 2. **Inspection and Investigation Activities.** On or about February 14 & 18, 1999 and
10 November 15, 2001, representatives of the Department conducted on-site inspections and a
11 complaint investigation of the District’s Western Division Facility located at 544 Bowker Road,
12 Calexico, California. Between October 2000 and November 2000, representatives of the Department
13 conducted on-site inspections of the District’s El Centro Steam Generation Facility, located at 485
14 East Villa Road, El Centro, California, and the District’s Headquarters Facility located at 333 East
15 Barioni Boulevard, Imperial, California. On or about December 19, 2001, representatives of the
16 Department conducted a complaint investigation at the District’s South Alamo 40 Storage Facility
17 located in Holtville, California. Additional monitoring and follow-up investigation of these facilities
18 was conducted by the Department thereafter.

19 3. **Alleged Violations of the Hazardous Waste Control Law.** The Complaint filed by the
20 Department in this action, in paragraphs 29 through 138, generally alleges the following facts and
21 violations: **Steam Plant Facility:** (a) Illegal Storage of Hazardous Waste; (b) Failure to Prepare
22 Hazardous Waste Manifest; (c) Failure to Possess a Hazardous Waste Manifest While Transporting
23 Hazardous Waste; (d) Transporting Hazardous Waste to an Unpermitted Facility; (e) Failure to
24 Properly Label Hazardous Waste Containers; (f) Failure to Identify Emergency Coordinator and
25 Maintain Appropriate Contingency Plan; (g) Failure to Properly Train Personnel And Maintain
26 Appropriate Documentation; (h) Failure to Provide Requested Information; **Headquarters Facility:**
27 (i) Accepting and/or Storing Hazardous Waste Without A Permit; (j) Failure to Prepare Hazardous
28 Waste Manifest; (k) Failure to Possess a Hazardous Waste Manifest While Transporting Hazardous

Waste; (l) Transporting Hazardous Waste to an Unpermitted Facility; (m) Disposal of Hazardous Waste; (n) Treatment of Hazardous Waste; (o) Failure to Identify Emergency Coordinator and Maintain Appropriate Contingency Plan; (p) Failure to Properly Label Hazardous Waste Containers; (q) Failure to Properly Close Hazardous Waste Containers; (r) Failure to Prepare and Maintain Biennial Report; (s) Failure to Prepare and Conduct A Source Reduction and Review Plan; (t) Failure to Properly Train Personnel And Maintain Appropriate Documentation; (u) Failure to Provide Requested Information; **Western Division**: (v) Disposal of Hazardous Waste to Unauthorized Areas; (w) Failure to Prepare Hazardous Waste Manifest; (x) Transporting Hazardous Waste to Unauthorized Areas; (y) Failure to Properly Close Hazardous Waste Containers; (z) Failure to Properly Label Hazardous Waste Containers; (aa) Failure to Identify Emergency Coordinator and Maintain Appropriate Contingency Plan; (bb) Failure to Provide Requested Information; (cc) Failure to Properly Train Personnel And Maintain Appropriate Documentation; **South Alamo 40 Site**: (dd) Illegal Storage of Hazardous Waste; (ee) Disposal of Hazardous Waste to Unauthorized Areas; (ff) Failure to Properly Close Hazardous Waste Containers; and (gg) Failure to Transfer or Manage Hazardous Waste In Proper Containers.

4. **Agreement to Settle Dispute**. A dispute exists regarding the violations alleged in the Complaint filed in this action. The Department and the District, as parties to this Stipulation, wish to avoid the expense of further litigation and to ensure appropriate remedial activities at the District's Facilities. Therefore, the parties have agreed to resolve this civil action by mutually consenting to the entry by the Superior Court of San Diego County ("Court") of the Final Judgment and Injunction Pursuant to Stipulation in the form attached hereto and labeled as "Exhibit A" ("Judgment").

5. **Jurisdiction and Venue**. Jurisdiction exists over this matter pursuant to Health and Safety Code sections 25181, 25189 and 25189.2. Venue is proper pursuant to Health and Safety Code section 25183.

6. **Waiver of Hearing**. The District waives any right to a judicial hearing in this matter prior to the entry of the Judgment.

7. **Scope of Settlement**. This Stipulation and the approval and entry by the Court of the Judgment shall constitute full settlement of the following violations: (a) all violations alleged

1 in the Complaint filed in this action, which are referred to herein in paragraph 3; (b) all violations
2 of California Code of Regulations, title 22, sections 66265.16 and 66264.16, that occurred on an
3 undetermined date prior to November 6, 2000, and continuing through on or about November 21,
4 2003, regarding the District's alleged failure to provide the required hazardous waste management
5 training and maintain appropriate written documentation of such training for the District's personnel
6 at the following facilities: La Quinta Power Division, Imperial Dam Facility, Pilot Knob Hydro-
7 generating Facility, Southwest Division, North-end Division, Rockwood Substation Facility, Drop
8 4 Hydro-generating Facility, Holtville Division, and Coachella Gas Turbine Facility; (c) all
9 violations of California Code of Regulations, title 22, sections 66264.51, 66264.52, 66264.53,
10 66264.54, 66264.55, 66265.51, 66265.52, 66265.53, 66265.54, and 66265.55 that occurred on an
11 undetermined date prior to October 25, 2000, and continuing through on or about November 21,
12 2003, regarding the District's alleged failure to maintain appropriate contingency plans for each of
13 the following facilities: La Quinta Power Division, Imperial Dam Facility, Pilot Knob Hydro-
14 generating Facility, Southwest Division, North-end Division, Rockwood Substation Facility, Drop
15 4 Hydro-generating Facility, Holtville Division, and Coachella Gas Turbine Facility; (d) all
16 violations of Health and Safety Code section 25160(b)(1), that occurred between January 1997 and
17 continuing through on or about October 25, 2000, regarding the District's alleged failure to prepare
18 a hazardous waste manifest(s) prior to transporting, or offering for transport, hazardous wastes that
19 were generated at the District's Facilities (excluding the Headquarters Facility) and transported to
20 the District's Headquarters Facility; (e) all violations of Health and Safety Code section 25160(d)(1),
21 that occurred between January 1997 and continuing through on or about October 25, 2000, regarding
22 the District's alleged failure to have a hazardous waste manifest(s) while transporting hazardous
23 wastes that were generated at the District's Facilities (excluding the Headquarters Facility) and
24 transported to the District's Headquarters Facility; (f) all violations of California Code of
25 Regulations, title 22, section 66263.23(b), that occurred between January 1997 and continuing
26 through on or about October 25, 2000, regarding the District's transportation of hazardous wastes
27 that were generated at the District's Facilities (excluding the Headquarters Facility) and delivered to
28 the District's Headquarters Facility, an unpermitted facility; (g) all violations of Health and Safety

1 Code section 25201, that occurred between January 1997 and continuing through on or about
2 October 25, 2000, regarding and limited only to the District's alleged acceptance of the delivery of
3 hazardous wastes that were generated at the District's Facilities (excluding the Headquarters Facility)
4 and delivered to the District's Headquarters Facility, an unpermitted facility; (h) all "minor
5 violations" (as defined in Health & Safety Code section 25117.6) of California Code of Regulations,
6 title 22, section 66262.34(f) that occurred prior to November 6, 2000, and continuing through on or
7 about November 21, 2003, regarding the District's alleged failure to properly label containers
8 containing hazardous wastes that were generated at the District's Facilities; (i) all "minor violations"
9 (as defined in Health & Safety Code section 25117.6) of California Code of Regulations, title 22,
10 section 66265.173 that occurred prior to November 6, 2000, and continuing through November 21,
11 2003, regarding the District's alleged failure to properly keep closed containers holding hazardous
12 wastes that were generated at the District's Facilities; (j) all violations of California Code of
13 Regulations, title 22, section 66262.34(a) that occurred prior to November 6, 2000, and continuing
14 through November 21, 2003, regarding and limited only to the District's alleged storage of hazardous
15 wastes that were generated, accumulated and stored at the District's Facilities beyond the 90 days
16 allowed for unpermitted generators; (k) all violations in the attached "Exhibit B" which represent
17 violations identified by the District during an environmental audit conducted in April and May 2002
18 and that have been timely corrected prior to the effective date of this Stipulation and entry by the
19 Court of the Judgment; and (l) all violations of Health and Safety Code sections 25185(c)(3) and
20 25185.6 through November 21, 2003 for failure to timely provide information requested by the
21 Department. This Stipulation and the Judgment shall not settle any other violations or restrict in
22 any way the Department from taking appropriate enforcement action concerning any violations not
23 specifically identified herein. The District represents that it has an internal hazardous waste
24 compliance audit program and that, based on this program, the District is not aware of any existing
25 statutory, regulatory, or permit violations of the Hazardous Waste Control Law at any of the
26 District's Facilities. Nothing in this Stipulation or the Judgment shall be nor is intended to resolve
27 or address those violations the District's management has actual knowledge of but are not disclosed
28 to the Department.

7.1. Nothing in the Stipulation or the Judgment is intended nor shall they be construed to preclude any other State agency, department, board, or entity from taking appropriate enforcement actions or otherwise exercising its authority under any law, statute or regulation.

8. **No Admission of Liability.** The District does not admit nor deny any of the violations alleged in the Complaint filed in this action or any of the other alleged violations referenced in paragraph 7 above.

OTHER PROVISIONS

9. **Submittals**: All submittals required from the District pursuant to this Stipulation or the Judgment shall be sent simultaneously to:

Kim Wilhelm, Chief
Statewide Compliance Division
California Department of Toxic Substances Control
1001 I Street
P.O. Box 806
Sacramento, CA 95812-0806

and

Juan M. Jimenez, Chief
Border Unit
Statewide Compliance Division
Department of Toxic Substances Control
9174 Sky Park Court
San Diego, CA 92123

10. **Communications:** All approvals and decisions of the Department made regarding any submittals and notifications required by this Stipulation or the Judgment shall be communicated to the District in writing by a Branch Chief, Department of Toxic Substances Control, or his/her designee. No informal advice, guidance, suggestions, or comments by the Department regarding reports, plans, specifications, schedules, or any other writings by the District shall be construed to relieve the District of its obligation to obtain such formal approvals as may be required.

11. **Department Review and Approval**: If the Department determines that any report, plan, schedule, or other document submitted for approval pursuant to this Stipulation or the Judgment fails to comply with this Stipulation or the Judgment or fails to protect public health or safety or the environment, the Department may return the document to the District with recommended changes and a date by which the District must submit to the Department a revised

1 document incorporating the recommended changes.

2 12. **Compliance with Applicable Laws:** The District shall carry out this Stipulation and
3 the Judgment in compliance with all local, State, and federal requirements, including but not limited
4 to requirements to obtain permits and to assure worker safety.

5 13. **Liability:** Nothing in this Stipulation or the Judgment shall constitute or be construed
6 as a satisfaction or release from liability for any conditions or claims arising as a result of past,
7 current, or future operations of the District, except as provided in this Stipulation and the Judgment.
8 Notwithstanding compliance with the terms of this Stipulation or the Judgment, the Department
9 reserves the right to initiate further actions as are necessary to protect public health or welfare or the
10 environment.

11 14. **Access:** Access to the District's Facilities shall be provided at all reasonable times
12 to employees, contractors, and consultants of the Department, and any agency having jurisdiction.
13 Nothing in this Stipulation or the Judgment is intended to limit in any way the right of entry or
14 inspection that the Department or any other agency may otherwise have by operation of any law.

15 15. **Sampling, Data, and Document Availability:** The District shall permit the
16 Department and its authorized representatives to inspect and copy all sampling, testing, monitoring,
17 and other data generated by the District or on the District's behalf in any way pertaining to work
18 undertaken pursuant to this Stipulation or the Judgment. The District shall allow the Department
19 and its authorized representatives to take duplicates of any samples collected by the District pursuant
20 to this Stipulation or the Judgment. The District shall maintain a central depository of the data,
21 reports, and other documents prepared pursuant to this Stipulation and the Judgment. All such data,
22 reports, and other documents shall be preserved by the District for a minimum of six (6) years after
23 the conclusion of all activities under this Stipulation and the Judgment. If the Department requests
24 that some or all of these documents be preserved for a longer period of time, the District shall either
25 comply with that request, deliver the documents to the Department, or permit the Department to copy
26 the documents prior to destruction. The District shall notify the Department in writing at least six
27 months prior to destroying any documents prepared pursuant to this Stipulation or the Judgment.

28 16. **Government Liabilities:** The State of California shall not be liable for injuries or

1 damages to persons or property resulting from acts or omissions by the District or related parties
2 specified in paragraph 21 in carrying out activities pursuant to this Stipulation or the Judgment, nor
3 shall the State of California be held as a party to any contract entered into by the District or its agents
4 in carrying out activities pursuant to this Stipulation or the Judgment.

5 17. **Incorporation of Plans and Reports:** All plans, schedules, and reports that require
6 Department approval and are submitted by the District pursuant to this Stipulation or the Judgment
7 are incorporated in this Stipulation upon approval by the Department.

8 18. **Extension Requests:** If the District is unable to perform any activity or submit any
9 document within the time required under this Stipulation or the Judgment, the District may, prior to
10 expiration of the time, request an extension of time in writing. The extension request shall include
11 a justification for the delay.

12 19. **Extension Approvals:** If the Department determines that good cause exists for an
13 extension, it will grant the request and specify in writing a new compliance schedule.

14 20. **Additional Enforcement Actions.** The Department reserves the right to take any
15 further enforcement action concerning any violation of law not specifically alleged in paragraphs 29
16 through 138 of the Complaint filed in this action or otherwise identified above in paragraphs 4 and
17 7.

18 21. **Parties Bound.** This Stipulation and the Judgment shall apply to and be binding
19 upon the District and its officers, directors, agents, receivers, trustees, employees, contractors,
20 consultants, successors, and assignees, and upon the Department and any successor agency of the
21 Department that may have responsibility for and jurisdiction over the subject matter of this
22 Stipulation and the Judgment.

23 22. **Entire Agreement.** This Stipulation and the Judgment comprise the entire agreement
24 and understanding of the parties with respect to the entire subject matter hereof, and any and all prior
25 discussions, negotiations, commitments and understandings related hereto. No representations, oral
26 or otherwise, express or implied, other than those contained herein have been made by any party
27 hereto. No other agreements not specifically referred to herein, oral or otherwise, shall be deemed
28 to exist or to bind any of the parties.

1 23. **Authorization to Settle.** Each signatory to this Stipulation certifies that he or she
2 is fully authorized by the party he or she represents to enter into this Stipulation on behalf of the
3 party represented and legally to bind that party.

4 24. **Modification.** This Stipulation may be modified from time to time by express written
5 agreement of the parties and in accordance with law.

6 25. **Entry of Judgment Required.** The Judgment shall be null and void, and be without
7 any force or effect, unless entered by the Court in this matter. If the Judgment is not entered by the
8 Court, the execution of this Stipulation by the District and the Department shall not be construed as
9 an admission by the District or the Department of any fact, conclusion of law, issue of law, or
10 violation of law.

11 26. **Governing Law.** The terms of this Stipulation and the Judgment shall be governed
12 by the laws of the State of California.


13 27. **Counterparts and Facsimile.** This Stipulation may be executed in counterparts and
14 facsimile, each of which shall be deemed an original, and all of which, when taken together, shall
15 constitute one and the same document.

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17 **APPROVALS OF THE PARTIES**

18 **IT IS SO AGREED.**

18 **DEPARTMENT OF TOXIC SUBSTANCES CONTROL**

19
20 Dated: 8-19-04

19 
20 Kim Wilhelm, Chief
21 Statewide Compliance Division
22 California Department of Toxic Substances Control

23
24
25 **IT IS SO AGREED.**

25 **Imperial Irrigation District**

26 Dated: 8-10-04

26 
27 Jesse Silva, General Manager
28 Imperial Irrigation District.

1 **APPROVED AS TO FORM:**

2 Bill Lockyer, Attorney General of the State of California
3 Tom Greene, Chief Assistant Attorney General
4 Theodora Berger, Senior Assistant Attorney General
5 Timothy R. Patterson, Supervising Deputy Attorney General

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12 Dated: 8-27-04


Edward H. Ochoa, Deputy Attorney General

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Attorneys for Plaintiff People of the State of California, ex rel. Edwin
F. Lowry, Director, California Department of
Toxic Substances Control

Pillsbury Winthrop LLP

Dated: 7-26-04

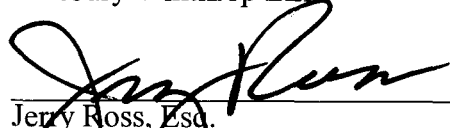

Jerry Ross, Esq.
Attorneys for Defendant Imperial Irrigation District

EXHIBIT A

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SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN DIEGO

PEOPLE OF THE STATE OF CALIFORNIA, ex
rel. Edwin F. Lowry, Director, California
Department of Toxic Substances Control,

Plaintiff,

v.

IMPERIAL IRRIGATION DISTRICT, a
public entity utility, and Does 1-10,

Defendants.

Case No. GIC825026

**FINAL JUDGMENT AND
INJUNCTION PURSUANT
TO STIPULATION**

Plaintiff, the People of the State of California, ex rel. Edwin F. Lowry, Director of the California Department of Toxic Substances Control ("Department") and Defendant Imperial Irrigation District ("District"), having consented to the entry of this Final Judgment and Injunction Pursuant to Stipulation ("Judgment") prior to the taking of any proof and without trial or adjudication of any fact or law herein; and

The Court having considered the pleadings, which consist of the Complaint, the parties' Stipulation for Entry of Final Judgment, and the proposed Final Judgment and Injunction Pursuant to Stipulation;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

JURISDICTION AND VENUE

1. Jurisdiction exists over this matter pursuant to Health and Safety Code sections 25181, 25189 and 25189.2. Venue is proper pursuant to Health and Safety Code section 25183.

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1 Notwithstanding section "D - 2" ("Voluntary Discovery") of the Self-Disclosure Policy, the
2 environmental audit(s) required by this Judgment shall not serve to disqualify the District from
3 applying for any benefits available through the Self Disclosure Policy.

4 5. **Assessment and Remediation of Contaminated Areas:** Within forty-five (45) days from
5 the entry of this Judgment, the Department and District shall initiate negotiations for a Corrective
6 Action Consent Agreement pursuant to Health and Safety Code Section 25187 in order for the
7 District to carry out a preliminary endangerment assessment ("PEA") in accordance with the
8 Department's Preliminary Endangerment Assessment Guidance Manual (January 1994) ("PEA
9 Guidance Manual"), for each of the following areas: (a) the grounds within the District's
10 Headquarters Facility as referenced in the Eleventh Cause of Action of the Complaint pertaining to
11 the disposal of used transformer oils; (b) the grounds within District's Western Division Facility,
12 adjacent to the District's Western Division Facility, and the areas near the public highway and
13 irrigation canal as referenced in the Nineteenth Cause of Action of the Complaint pertaining to the
14 disposal of spent sand blast grit; and (c) the grounds within the District's South Alamo 40 Storage
15 Facility as referenced in the Twenty-Sixth Cause of Action of the Complaint pertaining to the
16 disposal of used oils. The Corrective Action Consent Agreement shall include, or otherwise provide
17 in a subsequent agreement, terms and conditions designed to address corrective action, removal
18 action and/or remedial action of hazardous waste or hazardous waste constituents which are
19 identified and assessed in the PEA report(s).

20 **MONETARY SETTLEMENT REQUIREMENTS**

21 6. The defendant Imperial Irrigation District shall be liable to the Department for the
22 total sum of eight hundred twenty thousand dollars (\$820,000.00) as follows: (a) one hundred
23 twenty thousand dollars (\$120,000.00) of the total payment due to the Department shall be
24 designated as administrative costs and paid to the Department within thirty (30) days from the date
25 of entry of this Judgment; and (b) seven hundred thousand dollars (\$700,000.00) of the total payment
26 due to the Department shall be designated as civil penalties due under the Hazardous Waste Control
27 Law, Health and Safety Code section 25189.2. The civil penalties shall be paid as follows: (1) three
28 hundred twenty five thousand dollars (\$325,000.00) shall be paid to the Department within one

1 hundred and eighty (180) days from the date of entry of this Judgment; and (2) the remaining three
2 hundred seventy five thousand dollars (\$375,000.00) of the civil penalties due to the Department
3 shall be designated as Supplemental Environmental Projects ("SEPs"), in the form as described in
4 "Exhibit B", which is incorporated into and made a part of this Judgment, and credited towards the
5 total penalty due to the Department in accordance with the terms and conditions of this Judgment.
6 In complying with the monetary payment requirements set forth in this Judgment, the District's
7 check(s) shall identify the name and case number "GIC825026" of this matter, be made payable to
8 the "Department of Toxic Substances Control", and shall be delivered to:

9 Department of Toxic Substances Control
10 Accounting Office
1001 I Street
11 P.O. Box 806
Sacramento, California 95812-0806

12 A photocopy of each check shall be sent to:

13 Kim Wilhelm, Chief
14 Statewide Compliance Division
California Department of Toxic Substances Control
1001 I Street
15 P.O. Box 806
16 Sacramento, CA 95812-0806

17 and

18 Juan M. Jimenez, Chief
19 Border Unit
Statewide Compliance Division
20 Department of Toxic Substances Control
9174 Sky Park Court
San Diego, CA 92123

21 7. **Supplemental Environmental Projects:** The Department shall give the District credit
22 for up to \$375,000.00 of the total payment due to the Department for Supplemental Environmental
23 Projects ("SEPs") performed by the District as specified in Exhibit B. To receive credit for any of
24 the SEPs specified in Exhibit B, the District must provide the Department with clear and complete
25 documentation of the SEPs. The documentation shall include a certification under penalty of perjury
26 from a responsible official of the District that the SEPs were provided as described in Exhibit B and
27 the documentation required by the Department and that monetary funds were expended in the
28 amount(s) set forth in that documentation. The Department will give credit on a dollar for dollar

1 basis on its final determination that the amount(s) were expended as specified in Exhibit B. In the
2 event that the SEPs specified in Exhibit B are not performed or completed by the District in
3 accordance with the provisions of this Judgment, or if the amount expended by the District is less
4 than the total amount credited towards SEPs (\$375,000.00), or less than the specific dollar amount
5 allocated for any of the SEPs specified in Exhibit B, the District shall pay to the Department an
6 amount equal to the difference between the amount spent, if any, and the amount of credits allowed
7 under this Judgment. Such payment shall be made to the Department within thirty (30) days of the
8 date(s) of required completion of the SEPs specified in Exhibit B and in accordance with the
9 payment instructions of this Judgment. The District may, prior to expiration of the time allowed to
10 perform the SEPs, request an extension of time in writing. The extension request shall include a
11 justification for the delay. If the Department determines that good cause exists for an extension, it
12 will grant the request and specify in writing a new compliance schedule. The parties may agree to
13 amend or otherwise modify Exhibit B without court approval. The SEPs specified in Exhibit B must
14 be completed on or before December 31, 2007. If the District (i) incurs additional costs
15 implementing some of the foregoing SEP's beyond that provided for in Exhibit B and (ii) at the same
16 time incurs less costs implementing other such SEP's then, the District, with the Departments' prior
17 approval (which shall not be unreasonably withheld), may shift monies from one of the foregoing
18 SEP to another, provided that the total SEP credit does not exceed \$375,000, the total amount
19 allocated for SEPs as set forth in Exhibit B.

20 **ADDITIONAL STIPULATED PENALTIES**

21 **FOR FAILURE TO COMPLY WITH PAYMENT SCHEDULE**

22 8. If the District fails to meet any payment deadline for administrative and monetary civil
23 penalties (excluding monies allocated for SEPs) set forth in paragraph 6 of this Judgment, the
24 District shall be obligated to pay the Department an additional amount of five hundred dollars
25 (\$500.00) per day, for each day following any such payment deadline during which the District has
26 not paid the amount owed.

27 **OTHER PROVISIONS**

28 9. **Retention of Jurisdiction.** The Court shall retain jurisdiction of this matter to implement

1 this Judgment.

2 10. **Enforcement of Judgment.** Either party may, by motion or order to show cause before
3 the Superior Court of San Diego County, enforce the terms and conditions contained in this
4 Judgment. Where a failure to comply with this Judgment constitutes future violations of the
5 Hazardous Waste Control Law, Health and Safety Code section 25100 et seq., or other laws,
6 independent of this Judgment and/or those alleged in the Complaint, the Department is not limited
7 to enforcement of this Judgment, but may seek in another action, subject to satisfaction of any
8 procedural requirements, including notice requirements, whatever fines, costs, fees, penalties or
9 remedies are provided by law for failure to comply with the Hazardous Waste Control Law or other
10 laws. However, the rights of the District to defend itself and its actions in law or equity shall not be
11 abrogated or reduced in any fashion by the terms of this paragraph and the District shall be entitled
12 to raise any and all applicable defenses, rights and remedies.

13 11. **Modification.** This Judgment may be modified from time to time by express written
14 agreement of the parties, with the approval of the Court, or by an order of this Court in accordance
15 with law.

16 12. **Entry of Judgment.** The Clerk of the Court is ordered to enter this Judgment.
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18 **IT IS SO ORDERED, ADJUDGED AND DECREED.**
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20 Dated: _____
21 Judge of the Superior Court
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EXHIBIT B

EXHIBIT B

OPERATING UNIT / LOCATION	EPA #	AUDIT DATE	COMMON AUDIT FINDINGS CONSISTENT WITH COMPLAINT VIOLATIONS
Headquarters 333 E. Barioni Blvd. Imperial, CA. 92251	CAD982011876	April 22, 2002	<u>Mechanical Section:</u> Lid to parts washer left open. – Auto Shop Waste aerosol cans not in proper container. – Auto Shop (paint booth) Oil accumulation in secondary containment @ waste oil tank – Service Station <u>Water Construction & Maintenance:</u> Waste containers in work assembly area were not labeled. – Staging Area <u>Power Dock:</u> Lid to parts washer left open. – Power Dock <u>Transformer Shop:</u> Label faded and unreadable on used transformer oil tank. – Yard Waste aerosol cans being accumulated in unlabeled container. – Shop <u>Facility Services:</u> No label on container of used refrigerant oil. – A/C Shop Aerosol cans being accumulated in unlabeled container. – Facilities Shop
Steam Plant 485 Villa Rd. El Centro, CA. 92243	CAD980817142	April 23, 2002	Inadequate warning signs and labeling at Haz. Waste Storage Area – Yard
North-End Division 5364 Hovely Rd. Brawley, CA. 92227	CAL000135975	April 24, 2002	Used oil drum stored past 90 day limit – Shop Waste aerosol cans accumulated for more than 90 days. – Shop No labeling on used oil storage tank. – Shop

Rockwood Gas Turbine 4195 Dogwood Rd. Brawley, CA. 92227	CAL000220286	May 7, 2002	Waste oily rag container not properly labeled. – Yard Inadequate warning signs and labeling at Haz. Waste Storage Area – Yard
Southwest Division 2151 W. Adams Ave. El Centro, CA. 92243	CAL000220287	April 24, 2002	Drum of used oil without label and containment – Shop Waste drums in Haz. Waste Storage without labels. – Yard
Western Division 544 Bowker Rd. Calexico, CA. 92231	CAL000220288	April 25, 2002	Inadequate warning signs and labeling at Haz. Waste Storage Area – Yard
Holtville Division 567 Pine St. Holtville, CA. 92250	CAL000220290	April 25, 2002	Drum of used oil without label and containment – Shop Drums in Haz. Waste Storage without labels. – Yard
Hydro Drop 4 3675 E. Hwy 98 Holtville, CA. 92250	CAL000220289	May 21, 2002	Used oil containers with partial labeling and other containers exceeding 90 days. – Drop #4
Pilot Knob 450 Algodones Rd. Winterhaven, CA. 92283	CAL000220291	May 21, 2002	Used oil containers with partial labeling and other containers exceeding 90 days. – Pilot Knob

Imperial Dam Rt. 1 2400 Imperial Rd. Winterhaven, CA. 92283	CAL000220292	May 20, 2002	Inadequate warning signs @ Haz. Waste Storage Shed – Main Shop Waste containers with partial labeling and other containers exceeding 90 days – Main Shop Waste containers with partial labeling and other containers exceeding 90 days – Main Shop Waste coolant stored for more than 90 days. – Service Station Waste oil stored without containment. – Service Station Oily rags found in solid waste container – Senator’s Wash
Coachella Gas Turbine 51-170 Shady Lane Coachella, Ca. 92236	CAL000224157	May 6, 2002	Inadequate warning signs and labeling at Haz. Waste Storage Area – Yard

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